

## **DEED OF EASEMENT**

This Deed of Easement is dated the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the COMMONWEALTH OF VIRGINIA, on behalf of Lord Fairfax Community College, hereinafter called Grantor, and the Fauquier County Board of Supervisors, hereinafter called Grantee.

### **WITNESSETH**

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Section 2.2-1151 of the Code of Virginia (1950) , as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way \_\_\_\_\_ in width, to lay, erect, construct, operate, maintain and repair a trail and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of public recreation, over, under, upon and across the lands of the Grantor situated in the County of Fauquier, Virginia, said right-of-way being shown on a plat dated \_\_\_\_\_, 200\_\_ which is attached to and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated \_\_\_\_\_, 2005 recorded in the Clerk's Office, Circuit Court of Fauquier County, Virginia in Deed Book \_\_\_\_ Page \_\_\_\_\_; said easement being further described as follows, to wit:

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. The facilities constructed shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said right-of-way as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.
- B. Upon completion of any activity by Grantee upon the right-of-way, Grantee shall restore the right-of-way as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.

C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor and disposed by Grantee.

D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury and shall make Said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.

E. Grantor, its successors and assigns, may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said facilities and to which the Grantor is subject.

F. Grantee covenants and agrees to indemnify, defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of Grantee's facilities or the connection to other utility facilities on or adjacent to said easement, or in any way arising out of Grantee's exercise of any rights herein granted.

G. If Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, all of the Grantee's rights and interest in said easement or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable and, on written request by Grantor, Grantee shall quitclaim and release same.

H. If Grantor at any time deems it necessary or advisable to relocate for Grantor's convenience any of Grantee's facilities installed and used pursuant to this Deed of Easement, Grantee shall relocate, at the sole cost of Grantee, such

facilities to a route or place acceptable to Grantor, provided Grantor for no additional consideration shall grant unto Grantee such easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth. Upon relocation of any of the facilities from any portion of the easement hereby granted, the easement for or over that portion of the land no longer used by Grantee shall automatically terminate, and all rights, title and interest therein shall revert to Grantor.

WITNESS the following signatures and seals.

Grantor: COMMONWEALTH OF VIRGINIA

\_\_\_\_\_  
(Insert name of Agency)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Grantee: Fauquier County Board of Supervisors

By: \_\_\_\_\_

Title: \_\_\_\_\_

Commonwealth of Virginia

City/County of \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Commonwealth of Virginia

City/County of \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: \_\_\_\_\_  
Assistant Attorney General

RECOMMEND APPROVAL:  
DIVISION OF ENGINEERING  
AND BUILDINGS

RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

APPROVED BY THE GOVERNOR:

Pursuant to 2.2-1151 of the code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order \_\_\_\_\_ (\_\_\_\_) dated \_\_\_\_\_, I hereby approve this easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration

\_\_\_\_\_  
Date